

Exhibit B
To Registration Statement
Pursuant to the Foreign Agents Registration Act of 1938, as amended

INSTRUCTIONS: A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. One original and two legible photocopies of this form shall be filed for each foreign principal named in the registration statement and must be signed by or on behalf of the registrant.

Privacy Act Statement. The filing of this document is required by the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide this information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: <http://www.fara.gov/>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the Administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <http://www.fara.gov/>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .33 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterespionage Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

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|---|-----------------------------|--|
| 1. Name of Registrant Sidley Austin LLP 1501 K Street, NW Washington, DC 20005 | 2. Registration No. 3731 | CRM/ISS/REGISTRATION UNIT 2008 MAR 27 PM 3:32 |
| 3. Name of Foreign Principal Ministry of Industry and Trade of the Government of Vietnam | | |

Check Appropriate Boxes:

4. ☒ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.
5. ☐ There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
6. ☐ The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.

7. Describe fully the nature and method of performance of the above indicated agreement or understanding.
To provide legal and strategic advice for the purpose of obtaining designation by the U.S. Government of the Socialist Republic of Vietnam as a BDC under the U.S. GSP Program

8. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

- Provide legal and strategic advice and regular informational reports relevant to the designation of Vietnam as a beneficiary developing country under the GSP statute
- Facilitate meetings between Vietnam officials and U.S. Government officials re: same
- Work with the U.S. business community re: same

9. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act and in the footnote below? Yes ☒ No ☐

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.

Provide, advise and assist with contacts with relevant U.S. Government officials regarding designation of Vietnam as a beneficiary developing country under the GSP statute

| Date of Exhibit B | Name and Title | Signature |
|-------------------|----------------------------|--|
| 3/27/08 | Brenda A. Jacobs, Attorney |  |

Footnote: Political activity as defined in Section 1(o) of the Act means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

AGREEMENT

To Assist the Government of the Socialist Republic of Vietnam to Obtain Designation as a Beneficiary Developing Country under the U.S. Generalized System of Preferences

This agreement is between Sidley Austin LLP (hereinafter called The Counsel) and the Ministry of Industry and Trade of the Government of the Socialist Republic of Vietnam (MoIT) represented by the Commercial Office of Vietnam Embassy in Washington D.C. (hereinafter called The Client), by which The Counsel will serve as consultants to The Client to obtain designation as a beneficiary developing country (BDC) under the U.S. Generalized System of Preferences (GSP) under the following terms and conditions:

1. Scope of responsibilities of The Counsel will include:

- 1.1. To provide legal and strategic advice to The Client for the purpose of obtaining designation by the U.S. Government of the Socialist Republic of Vietnam as a BDC under the U.S. GSP.
- 1.2. To prepare a legal and factual analysis of Vietnam's qualifications for designation as a BDC, with the understanding that the appropriate ministries in Vietnam will respond expeditiously to a series of questions prepared by The Counsel to identify relevant Vietnamese laws and practices.
- 1.3. To prepare a legal analysis of whether the U.S. Government's treatment of Vietnam with respect to GSP is currently in compliance with World Trade Organization rules.
- 1.4. To identify and arrange for The Client to meet with relevant U.S. Government agencies involved in the decision-making process and/or to obtain their guidance in this matter.
- 1.5. To prepare a strategy securing support from the U.S. Congress.
- 1.6. To develop and assist in implementing a strategy to obtain maximum support from U.S. businesses for Vietnam's request for designation as a BDC.
- 1.7. To advise The Client during the course of the effort to obtain designation as a BDC, keeping The Client informed of all developments and suggesting appropriate actions and coordination to achieve prompt designation.
- 1.8. To provide, on a continuing basis, generally bi-weekly or as needed, information and reports regarding developments, activities, issues, proposed or introduced legislation, laws or regulations, arising in the United States and elsewhere that may have an impact on Vietnam's designation as a BDC.
- 1.9. To provide The Client on a bi-weekly, or least monthly basis, with forward-looking plans for further activities to achieve designation of Vietnam as a BDC under the U.S. GSP.



2. In compensation for the above-described services, The Client shall pay The Counsel on an hourly basis, based upon the billing rate for each attorney, government relations professional and legal assistant devoting time to matters on the Client's behalf.

2.1. Hourly billing rate: (US\$/hour)

- Brenda Jacobs : \$550/hour.
- Jill Caiazzo: \$375/hour.
- Alice Slayton Clark (Government relations advisor) : \$285/ hour.

2.2. As proposed by The Counsel, other professionals, including partners, counsel, associates, government relations advisors and legal assistants, may devote time to provide support and assistance to this matter, subject to the agreement of The Client. It is understood that:

- Other partner and counsel rates range: from \$450/hour to \$775/hour,
- Associates rates range: from \$285/hour to \$505/hour
- Government relations advisor
and legal assistant rates range : from \$170 to \$300/hour.

2.3. Payment terms:

2.3.1. Payment will be made against the invoices issued by The Counsel. Each invoice shall include a detailed description of the activities undertaken by The Counsel during the period covered. In addition, each invoice will include amounts incurred for expenses such as document reproduction, messenger and overnight courier service, computerized research, travel, long-distance telephone, facsimile and telecopy, document processing, and search and filing fees. Should they be necessary, fees and expenses of others (such as consultants, appraisers, and local counsel) generally will not be paid by The Counsel, but will be billed directly to The Client.

The Counsel will endeavor to the full extent of its ability to limit expenses as much as possible, through the use of email to communicate, and will seek advance authorization of any extraordinary expenses. Anticipated expenses include the registration required by U.S. law under the Foreign Agents Registration Act (at least US\$305 per report, for each six month period and for a termination report upon completion of the consultancy). No international travel is contemplated under the terms of this agreement.

2.3.2. Invoices will be delivered to The Client via email (with a courtesy copy provided by airmail, if requested) every month. Within 30 days of receipt of the invoice, together with supporting documents such as a description of the activities undertaken and by whom, along with details on out-of-pocket expenses incurred, including any invoices, The Client will settle the account through Bank Transfer using the following information:

Bank Name: JPMorgan Chase Bank, NA
Chicago, IL 60603
ABA Routing Number: [REDACTED]
Account Name: Sidley Austin LLP
Account #: [REDACTED]



3. During the term of this Agreement, The counsel shall not engage directly or indirectly in any business or professional activities which would conflict with the work items assigned to it under this Agreement. The Client and The Counsel recognize that The Counsel has numerous clients. Many of these clients rely upon The Counsel for general representation. Although it is hoped that it never happens, it is possible that an adverse relationship (including litigation) may develop in the future between The Client and one of The Counsel's other clients. If The Counsel is not representing The Client in that matter and the matter in which The Client and another client have adverse interests is not substantially related to this matter, The Client agrees that The Counsel may represent the other client. The Client may limit or expand the scope of The Counsel's representation from time to time but any substantial expansion must be agreed to by The Counsel.

4. Notice of and settling for termination: The Client may discharge The Counsel at any time by written notice effective upon receipt by The Counsel. Unless specifically agreed by The Counsel and The Client, The Counsel will provide no further services and advance no further costs on The Client's behalf after receipt of such notice.

The Counsel may withdraw for any of the reasons specified in the Rules of Professional Conduct of the District of Columbia. Notwithstanding The Client's discharge of The Counsel or The Counsel's withdrawal, The Client shall remain obligated to pay The Counsel the agreed rate for all services provided and to reimburse The Counsel for all costs advanced before the discharge.

5. This Agreement is made in 6 (six) originals, 3 (three) for each Party.

Date: October 30, 2007

2008 MAR 27 PM 3:32
C/PM/ISS/REGISTRATION UNIT

For The Client



For The Counsel

